

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM454312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMITH COOPER INTERNATIONAL, INC.		11/21/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC		
Street Address:	30 SOUTH WACKER DRIVE		
Internal Address:	SUITE 370		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78465012	COOPLET	
Serial Number:	87373887	QUICKBITE	
Serial Number:	75025671	SCI	
Serial Number:	75025658	SMITH-COOPER INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216.586.7021		
Email:	dpuljic@jonesday.com		
Correspondent Name:	DANIEL PULJIC / JONES DAY		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	NORTH POINT		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	108344-600070		
NAME OF SUBMITTER:	DANIEL PULJIC		
SIGNATURE:	/Daniel Puljic/		
DATE SIGNED:	12/13/2017		

CH \$115.00 78465012

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of November 21, 2017 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **MADISON CAPITAL FUNDING LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of November 21, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in **Schedule 2** hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. § 1051(d) or amendment to allege use under 15 U.S.C. § 1051(c) has not yet been filed and accepted, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing,

including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trademarks”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SMITH COOPER INTERNATIONAL, INC.,
as a Grantor

By: 

Name: G. Jason Hild

Title: Chief Executive Officer

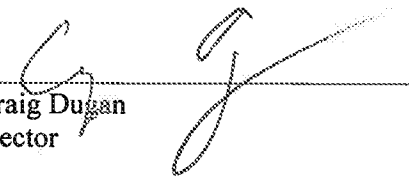
FLO-RITE PRODUCTS COMPANY LLC.,
as a Grantor

By: 

Name: G. Jason Hild

Title: Chief Executive Officer

MADISON CAPITAL FUNDING LLC,
as Collateral Agent

By: 
Name: Craig Dugan
Title: Director

SCHEDULE 1**PATENTS**

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Application Number</u>	<u>Record Owner</u>
SPRINKLER DRAIN AND TEST VALVE	USA	5944051	08937618	FLO-RITE PRODUCTS COMPANY LLC
ALARM BOX	USA	D563896	N/A	FLO-RITE PRODUCTS COMPANY LLC
RETAINER ASSEMBLY FOR PIPING ESCUTCHEONS OR WALL PLATES	USA	5911392	N/A	FLO-RITE PRODUCTS COMPANY LLC

SCHEDULE 2**TRADEMARKS**

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Owner</u>
SHARPE	CANADA	N/A	TMA515368	FLO-RITE PRODUCTS COMPANY LLC
SONIC TORQUE	CANADA	N/A	TMA708473	FLO-RITE PRODUCTS COMPANY LLC
SONIC-SOL	CANADA	N/A	TMA708471	FLO-RITE PRODUCTS COMPANY LLC
SONIC-SWITCH	CANADA	N/A	TMA666006	FLO-RITE PRODUCTS COMPANY LLC
SHARPE	CHINA P.R.	N/A	3804981	FLO-RITE PRODUCTS COMPANY LLC
SONIC TORQUE	CHINA P.R.	N/A	6057026	FLO-RITE PRODUCTS COMPANY LLC
SHARPE	USA	85070857	3934162	FLO-RITE PRODUCTS COMPANY LLC
SHARPE	USA	74331094	1793387	FLO-RITE PRODUCTS COMPANY LLC
SHARPE	MEXICO	N/A	735771	Sharon Piping and Equipment, Inc.
SHARPE	MEXICO	N/A	1232992	Sharon Piping and Equipment, Inc.
SHARPE	MEXICO	N/A	1209071	Sharon Piping and Equipment, Inc.
SHARPE	BRAZIL	N/A	830686215	Smith Cooper International, Inc
4X4	CANADA	N/A	TMA801229	Smith Cooper International, Inc
SHARPE	TAIWAN	N/A	01448663	Smith Cooper International, Inc
4X4	USA	77742160	3830248	Smith Cooper International, Inc
(design mark) thread logo	USA	76399672	2680843	FLO-RITE PRODUCTS COMPANY LLC
FIRE FORUM	USA	86584753	4934021	FLO-RITE PRODUCTS COMPANY LLC
FIRECAULK	USA	N/A	N/A	FLO-RITE PRODUCTS COMPANY LLC
FLANGEFIT	USA	75098161	2073621	FLO-RITE PRODUCTS COMPANY LLC
FPPI	USA	78923456	3237370	FLO-RITE PRODUCTS COMPANY LLC
GROOVEFIT	USA	76240597	2869996	FLO-RITE PRODUCTS COMPANY LLC
INSIST ON FPPI	USA	77648675	3657555	FLO-RITE PRODUCTS COMPANY LLC
LUBEFIT	USA	75098183	2042040	FLO-RITE PRODUCTS COMPANY LLC
PIPEFIT	USA	75286299	2163872	FLO-RITE PRODUCTS COMPANY LLC
PIPEFIT AS	USA	76385125	2772447	FLO-RITE PRODUCTS COMPANY LLC
QUAKE RETAIN	USA	75152341	2417794	FLO-RITE PRODUCTS COMPANY LLC
TRIM FIT	USA	75665885	2464373	FLO-RITE PRODUCTS COMPANY LLC
SCI	BAHRAIN	N/A	TM77220	Smith Cooper International, Inc
SCI	CANADA	N/A	TMA602058	Smith Cooper International, Inc
SMITH-COOPER INTERNATIONAL	CANADA	N/A	TMA625336	Smith Cooper International, Inc
SCI	CHINA P.R.	N/A	3361916	Smith Cooper International, Inc
SMITH-COOPER INTERNATIONAL	CHINA P.R.	N/A	3360098	Smith Cooper International, Inc
SCI	MEXICO	N/A	781806	Smith Cooper International, Inc

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Owner</u>
SMITH-COOPER INTERNATIONAL	MEXICO	N/A	810044	Smith Cooper International, Inc
SCI	QATAR	N/A	57178	Smith Cooper International, Inc
SCI	SAUDI ARABIA	N/A	1150/67	Smith Cooper International, Inc
SCI	UAE	N/A	126092	Smith Cooper International, Inc
SMITH-COOPER INTERNATIONAL	UAE	N/A	126093	Smith Cooper International, Inc
COOPLET	USA	78465012	3099198	Smith Cooper International, Inc
QUICKBITE	USA	87373887	N/A	Smith Cooper International, Inc
SCI	USA	75025671	2028625	Smith Cooper International, Inc
SMITH-COOPER INTERNATIONAL	USA	75025658	2026858	Smith Cooper International, Inc